

COURT OF COMMON PLEAS

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FILED

ROSS COUNTY COMMON PLEAS

CLERK OF COURTS

**IN THE COURT OF COMMON PLEAS
ROSS COUNTY, OHIO**

JEFFREY ESTEP
P.O. Box 11
Oak Hill, OH 45656

And

STEVIE ESTEP
P.O. Box 11
Oak Hill, OH 45656

Plaintiffs,

v.

TROY POTIER
11156 US Highway 41
Rapid River, MI 49878

And

RAPID RIVER LOGISTICS LLC
Serve: United States Corporation Agents, Inc.
336 W. First Street, Suite 113
Flint, MI 48502

And

ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY
Serve: Any Agent
3100 Sanders Road
Northbrook, IL 60062

Defendants.

Case No.

Judge

COMPLAINT

Now come the Plaintiffs Jeffrey Estep and Stevie Estep, by and through counsel, and for their complaint against the Defendants hereby state the following:



COUNT I

1. On or about September 11, 2019, Plaintiff Jeffrey Estep was operating a vehicle while traveling northwest on US 35 in Ross County, Ohio.
2. At or about that time, Defendant Troy Potier was operating a vehicle while also traveling northwest on US 35 in Ross County, Ohio.
3. At or about that time, Defendant Troy Potier negligently switched lanes without first ascertaining that such movement could be made with safety, colliding into the vehicle in which Plaintiff Jeffrey Estep was an occupant.
4. Defendant Troy Potier is negligent per se for violation of ORC §4511.33 for switching lanes without first ascertaining such movement could be made with safety and is also negligent per se for other violations of state/municipal codes.
5. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Jeffrey Estep has endured physical injuries to his body causing pain and suffering.
6. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Jeffrey Estep has incurred medical expenses and will continue to incur such expenses in an amount to be proven at trial.
7. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff sustained property damage to his vehicle, including, but not limited to, cost of repairs, cost of fair market value, diminished value, loss of use, and rental car reimbursement.
8. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Jeffrey Estep has incurred other economic harm in an amount to be determined at trial.

COUNT II

9. Plaintiffs hereby incorporate paragraphs 1 through 8 as if fully rewritten herein.
10. On or about September 11, 2019, Plaintiff Stevie Estep was the passenger in a vehicle operated by Plaintiff Jeffrey Estep traveling northwest on US 35 in Ross County, Ohio.
11. At or about that time, Defendant Troy Potier was operating a vehicle while also traveling northwest on US 35 in Ross County, Ohio.
12. At or about that time, Defendant Troy Potier negligently switched lanes without first ascertaining that such movement could be made with safety, colliding into the vehicle in which Plaintiff Stevie Brown was an occupant.
13. Defendant Troy Potier is negligent per se for violation of ORC §4511.33 for switching lanes without first ascertaining such movement could be made with safety and is also negligent per se for other violations of state/municipal codes.
14. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Stevie Brown has endured physical injuries to his body causing pain and suffering.
15. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Stevie Brown has incurred medical expenses and will continue to incur such expenses in an amount to be proven at trial.
16. As a direct and proximate result of Defendant Troy Potier's negligence, Plaintiff Stevie Brown has incurred other economic harm in an amount to be determined at trial.

COUNT III

17. Plaintiffs hereby incorporate paragraphs 1 through 16 as if fully rewritten herein.
18. Defendant Rapid River Logistics LLC owned the vehicle that was operated by Defendant Troy Potier on or about September 11, 2019.

19. On or about September 11, 2019, Defendant Rapid River Logistics LLC negligently entrusted its vehicle to Defendant Troy Potier despite knowledge that Defendant Troy Potier was an inexperienced and/or incompetent driver.
20. Defendant Rapid River Logistics LLC's negligent entrustment of the vehicle to Defendant Troy Potier was the direct and proximate cause of Plaintiffs' injuries on September 11, 2019.
21. As a direct and proximate result of Defendant Rapid River Logistics LLC's negligence, Plaintiffs sustained serious physical injuries causing conscious pain and suffering and incurred medical expenses and other economic damages in amounts to be determined at trial.

COUNT IV

22. Plaintiffs hereby incorporate paragraphs 1 through 21 as if fully rewritten herein.
23. At and/or before the time of the accident on September 11, 2019, Defendant Troy Potier was an employee or agent of Defendant Rapid River Logistics LLC.
24. Defendant Troy Potier was acting within the scope of his employment or agency with Defendant Rapid River Logistics LLC when he negligently caused injuries to Plaintiffs.
25. Defendant Rapid River Logistics LLC is liable for the negligent acts of Defendant Troy Potier under the theory of respondeat superior and for the negligent supervision, negligent hiring, and/or negligent retention of Defendant Troy Potier.

COUNT V

26. Plaintiffs hereby incorporate paragraphs 1 through 25 as if fully rewritten herein.

27. Defendant Allstate Fire and Casualty Insurance Company (hereinafter "Allstate") is an insurance company doing business in Ohio and has been doing business at all relevant times herein stated.
28. Plaintiffs state that the automobile they were occupying at the time of the above-described accident was covered under an insurance policy issued by Defendant Allstate. A copy of this policy is not attached because the same is in Defendant Allstate's possession.
29. Plaintiffs state that pursuant to the automobile policy issued by the Defendant Allstate, they have coverage for uninsured motorists/underinsured motorists and/or medical payments.
30. Plaintiffs state that they made a claim against Defendant Allstate for medical payments and/or uninsured motorists/underinsured motorists and the claim has not been resolved at this time.

COUNT VI

31. Plaintiffs hereby incorporate paragraphs 1 through 30 as fully rewritten herein.
32. Upon information and belief, Plaintiffs may have had medical assistance with or received payments from Defendant Allstate for care and treatment rendered due to injuries sustained in the aforementioned accident.
33. Defendant Allstate is or may be subrogated to a portion of Plaintiffs' claims against Defendants and should be required to assert its interests or otherwise be forever barred from doing so as to any party hereto.
34. Plaintiffs state that Defendant Allstate has or may have an interest in this action and should assert its right of subrogation at this time or be forever barred from doing so.

WHEREFORE, Plaintiffs demand judgment against Defendants Troy Potier, Rapid River Logistics LLC, and/or Allstate Fire and Casualty Insurance Company in an amount in excess of \$25,000 plus their costs incurred herein and any other relief the court deems reasonable, equitable or proper.

WHEREFORE, Plaintiffs further demand Defendant Allstate Fire and Casualty Insurance Company set forth and prove its subrogation interest, if any, or be forever barred from collection thereof.

Respectfully submitted,

/s/ Jason M. Persinger

Jason M. Persinger (0089419)

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REQUEST FOR SERVICE

TO THE CLERK OF COURTS:

Please serve the foregoing documents upon Defendants, via certified mail, in accordance with the Ohio Rules of Civil Procedure, at the following addresses:

TROY POTIER
11156 US Highway 41
Rapid River, MI 49878

And

RAPID RIVER LOGISTICS LLC
Serve: United States Corporation Agents, Inc.
336 W. First Street, Suite 113
Flint, MI 48502

And

ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY
Serve: Any Agent
3100 Sanders Road
Northbrook, IL 60062

/s/ Jason M. Persinger
Attorney for Plaintiffs
Jason M. Persinger (0089419)